

Attorney's Docket No. 33354

DECLARATION AND POWER OF ATTORNEY

As a duly authorized agent of Shimano, Inc., to which the invention identified herein rightfully belongs, and acting for and on behalf of Franck Savard, I hereby declare that the information given herein is true, that I believe that Franck Savard is the original, first and sole inventor of the invention entitled "REAR DERAILLEUR DEVICE FOR A BICYCLE", which is described in U.S. Patent Application Serial No. 09/763,507, filed February 23, 2001, and that upon information and belief, Franck Savard has an address at 11 Lotissement des Tertres, F-22400 Planguenoual, France.

I hereby state that I have reviewed and understand the contents of the above identified application, including the claims.

I acknowledge my duty to disclose information that is material to patentability as defined in Title 37, Code of Federal Regulations, Section 1.56(a).

I hereby claim foreign priority benefits under 35 U.S.C. §§ 119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, any foreign application for patent or inventor's certificate, or any PCT international application having a filing date before that of the application on which priority is claimed.

<u>Country</u>	<u>Prior Foreign Application Number</u>	<u>Foreign Filing Date</u>	<u>Priority Claimed?</u>
PCT	PCT/FR98/01854	August 26, 1998	Yes

I hereby claim the benefit under 365(c) of the PCT international application designating the United States of America listed above and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior PCT international application in the manner provided for by the first paragraph of 35 U.S.C. § 112, I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

Acting for and on behalf of Franck Savard, I hereby appoint each of the following as my attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

13 - Charles B. Gordon, Reg. No. 16923
 William C. McCoy, Reg. No. 16885
 Thomas P. Schiller, Reg. No. 20677
 David B. Deloma, Reg. No. 22841
 Joseph J. Corso, Reg. No. 25845
 Howard G. Shimola, Reg. No. 26232

Jeffrey J. Sopko, Reg. No. 27676
 John P. Murtaugh, Reg. No. 34226
 James M. Moore, Reg. No. 32923
 Michael W. Garvey, Reg. No. 35878
 Frank Adamo, Reg. No. 39583
 Aaron A. Fishman, Reg. No. 44682
 Brian Alan Bargmeyer, Reg. No. 47404

Address all correspondence to Customer Number 000116.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

1-6(1) Acting for Franck Savard, a citizen of France:

1-11 Kozo Kitagawa Assistant Director
Printed Name Title

Kozo Kitagawa
Signature

Citizenship: Japan ✓

Date: July 19, 2001

Post Office Address: 77. Oimatsu-cho, 3-cho
Sakai, Osaka JPY
JAPAN 590-8577



Translation

CONTRACT OF ASSIGNMENT OF INTEREST IN
PATENT APPLICATIONS

BETWEEN THE UNDERSIGNED:

(RECEIVED ON
March 15, 2000
M^e CAPEL)

Mr Franck SAVARD, of French nationality, resident in 11 lotissement des Tertre,
22400 PLANGUENOUAL
in the following referred to as "Assignor"

for one,

AND:

Mr Christian GAUTHIER, of French nationality, resident in 85 rue Falguière, 75015
PARIS,
in the following referred to as "Assignee"

for another

in the following collectively referred to as "the Parties"

THE FOLLOWING IS EXPOUNDED IN ADVANCE:

Considering the fact that the Assignor is the Holder and the only Proprietor of several patent applications, the list of which is attached hereto

The references made in the present contract as to "the patents" comprise the entirety of titles of industrial property of said list, be it applications or patents.

Considering the fact that the Assignee is interested in the acquisition of 50 % of the patents in entire propriety.

Considering the fact that the Assignor consents to cede said propriety.

IT IS AGREED AS FOLLOWS:

ARTICLE 1 : OBJECT

By virtue of the present document, Assignor cedes and transfers without exception or reserves to Assignee, who accepts, 50 % of the entirety of his propriety rights and usufructuary rights that he holds in the patents.

ARTICLE 2 : CO-PROPRIETY

As of the signature of the present document, Assignee shall have the benefit of co-propriety in all rights in conjunction with said patents in all territories, where the patents are in force.

ARTICLE 3 : PRICE

Taking into account Assignee's participation in the development of the patents, the assignment is agreed to be free of charge for Assignee.

ARTICLE 4 : ADMINISTRATION OF THE CO-PROPRIETY

Assignee confers to Assignor all administrative powers of co-propriety so as to act as mandatory for the extension procedures abroad, of grant procedures, litigious matters, and in a more general manner, all acts endangering the patents, and he will at present and hitherto undertake to sign all powers and all documents, which could be necessary.

Assignor alone will decide on maintaining in force or on abandoning the applications, and will alone provide the corresponding technical argumentations.

ARTICLE 5 : CHARGES FOR AND BENEFITS OF UTILIZATION OF CO-PROPRIETY

It is explicitly agreed between the Parties that the charges for and benefits of co-propriety be apportioned as follows:

- Assignor will advance all costs and will receive all receipts of money relative to the creation, exploitation and maintenance of co-propriety.
- every 6 (six) months, the Parties will regulate their accounts. The Parties will share the receipts and expenses by moiety.

ARTICLE 6 : FURTHER DEVELOPMENTS

Further developments to the patents found by the one or the other of the Parties will be the object of patents jointly applied for in the names of both Parties.

ARTICLE 7 : RIGHT OF PRE-EMPTION

Each of the Parties will benefit of a right of pre-emption in case the other Party intends to assign his interest in the present co-propriety to a third party. This right is to be exerted in the month following the receipt of the other Party's notification by registered letter against advice of delivery.

ARTICLE 8 : COMPETENT PLACE OF JURISDICTION

In case of dissent between the Parties concerning the interpretation or the execution of the present contract, the Parties will bring the litigious matter before the Regional Court of Bordeaux (*Tribunal de Grande Instance de Bordeaux*), the applicable law being French law.

ARTICLE 9 : FEES

The Parties will share the fees for the establishment of the present contract, and the fees for registration in the National Patent Register.

ARTICLE 10 : POWERS

All rights be given to the holder of an original of the present documents to proceed to its entry in the National Patent Register before the National Institute of Industrial Property.

Issued in four copies
one thereof for fiscal registration
one for entry in the *RNB* (National Register of Patents)
and one for each Party

In Paris,

on June 12, 1998

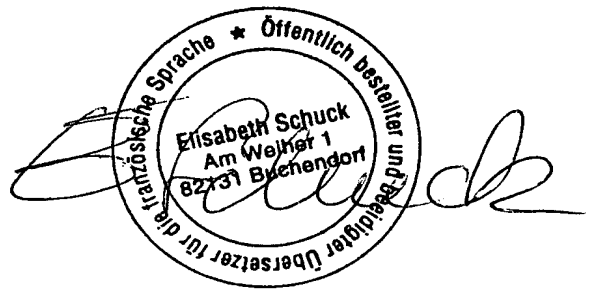
Franck SAVARD

Christian GAUTHIER

CERTIFICATION

The above translation of "CONTRACT OF ASSIGNMENT OF INTEREST IN PATENT APPLICATIONS" is certified correct and complete.

Gauting/Buchendorf, on July 16, 2001



Translation

CONTRIBUTION CONTRACT

(RECEIVED ON
NOV. 2, 1999
M^c CAPEL)

Between:

Mr Christian GAUTHIER, born on February 28, 1958 in (85) SAINTE FOY, resident in 86 rue Falguière – 75015 Paris,

Mr Franck SAVARD, born on December 15, 1951 in (94) CHAMPIGNY, resident in 38 rue de l'Angelarde – 86100 Châtellerault,

In the following referred to as "The
Contributors"

for one,

and:

company EGS (Effective Gear System), corporation with a share capital of 6 730 700 F, the company seat of which is in 86106 CHATELLERAULT, 8 rue des Frères Montgolfier, registered in the Commerce and Company Register of Châtellerault under the No. B 404 835 647,

represented by Mr Pierre COSTA MARINI, Administrator, duly mandated,

In the following referred to as "The Company"
for another,

It is agreed as follows:

CONTRIBUTION

Mr GAUTHIER and Mr SAVARD, sole Proprietors, make contribution to the Company, what is accepted by same, of all their propriety rights and utilization rights in the patents and

Exhibit D

patents of addition defined in Annex 1, which they hold on said patents, as well as the right of acquiring, in France or abroad, all patents based on the Contributors' invention.

Said contribution is evaluated at 22 500 000 F.

CHARGES AND CONDITIONS

1. The Contributors undertake to transfer to the Company within the month of the present document, all rights relating to the non-patented technology and know-how developed with respect to the inventions covered by the patents.
2. The Contributors guarantee to the Company all adequate means for assuring a peaceful utilization and an exclusive exploitation of the patents; they declare that the contributed rights do not constitute the object of any assumption of liability whatsoever, and that besides EGS, they have not consented any assignment and/or right of exploitation, with the exception of the SAVARD 1 patent, for which the Contributors undertake to justify the release of seizure at the latest on the date of the assembly approving the present contribution.
3. The Contributors undertake to file any new patent and any further development related to the commercial object of EGS, in the name and on behalf of EGS.
4. For a duration of at least five years as of the present day, the Contributors abstain, in France or abroad, from directly or indirectly exploiting any patent relative to inventions competing with those of the present contribution.
5. The Company, as of the present day, will pay the annuities due for the contributed patents.
6. The Company will bear all the costs, taxes and charges of the present documents, as well as those which will follow or will be a consequence thereof.

7. The Company will carry out all formalities for rendering the present contribution opposable for third parties.

PROPRIETY – UTILIZATION

The Company will be Proprietor of the contributed patents as of the day of the Extraordinary General Assembly which will approve the contribution; the Company will have the right of utilization from that day on.

REMUNERATION FOR THE CONTRIBUTIONS

As remuneration for the above contribution amounting to 22 500 000 F, 300 000 wholly liberated shares each of 75 F, will be attributed to the Contributors at equal parts.

LITIGATION

All difficulties which could arise in conjunction with the present contract or its consequences, will be submitted to the jurisdiction of the Commercial Court of Paris.

Issued in Paris, on June 12 1998

In five originals

M. GAUTHIER

M. SAVARD

EGS

M. COSTA-MARINI

ANNEXES

1. List of contributed patents
2. Record of the Contribution Commissioner

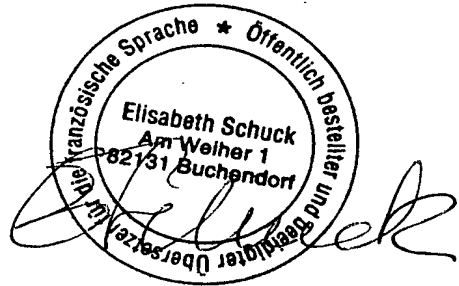
Contribution to Company E.G.S.

NO. of Invention CABINET THEBAULT	Patents	Application No. France or Europe	Abbreviated title	Ownership Franck SAVARD	Ownership Christian GAUTHIER	Products of application of the patent
SAVARD 1	(European) Patent	95 450012.0	Système monocommandé de sélection de vitesse	50 %	50 %	Synchro Shift
SAVARD 2	(European) Patent	98 927721.9	Dispositif de compensation d'effort	50 %	50 %	Synchro Shift
SAVARD 3	Patent	98-08492	Dispositif monocommandé de manœuvre synchronisée de deux dérailleurs	50 %	50 %	Synchro Shift
SAVARD 5	Patent	98-08493	Dispositif de tension et de guidage d'une chaîne pour un changement de vitesses de vélo	50 %	50 %	Dérailleur (Up Cage)
SAVARD 8	Patent	97-02573	Dispositif de dérailleur avec des moyens de tension pivotants	50 %	50 %	Dérailleur (Up Cage)
SAVARD 10	(European) Patent	97 450018.3	Dispositif de montage d'un moyen de roue, notamment de roue arrière, sur son pignon d'arbre	50 %	50 %	Moyeux (Flash Hub)
SAVARD 11	Patent	98-04126	Dispositif de roue libre, notamment pour moyeu à cassette de pignons de roue	50 %	50 %	Moyeux (Flash Hub)
SAVARD 12	Patent	98-04185	Perfectionnement au dispositif de montage d'un moyeu de roue sur deux roues	50 %	50 %	Moyeux (Flash Hub)

CERTIFICATION

The above translation of " CONTRIBUTION CONTRACT" is certified correct and complete.

Gauting/Buchendorf, on July 16, 2001



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BEST AVAILABLE COPY

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(1) Acting for Franck Savard, a citizen of France:

Kozo Kitagawa Assistant Director
Printed Name Title

Kozo Kitagawa
Signature

Citizenship: Japan

Date: July 19, 2001

Post Office Address:

77. Oimatsu-cho, 3-cho
Sakai, Osaka
JAPAN 590-8577